

MEMORANDUM

Date: July 1, 2009

To: Court Clerk

From: Kurtzman Carson

Re: Circuit City

Enclosed please find a Answer to Debtors' Ninth Omnibus Objection that was sent to our office by mistake, to be filed with the court.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

IN RE:)	
)	Chapter 11
CIRCUIT CITY STORES, INC.,)	
<u>et al.</u> ,)	Case No. 08-35653 (KRH)
)	
Debtors.)	Jointly Administered

ANSWER TO DEBTORS' NINTH OMNIBUS OBJECTION

1. I, MICHAEL KARPINSKI, ordered merchandise from Circuit City on 5-11-08. I canceled my order on 5-12-08 (cancellation reference # 1514639). Circuit City claims that the merchandise was delivered to me on 5-13-08. I never received the merchandise. I still have been billed on my credit card in the amount of \$1415.27 for merchandise I never received. Circuit City agreed to take it off my credit card charge. Then in October, 2008, the charge was put back on my credit card. This is a fraudulent charge.
2. I was never sent an actual notice from Circuit City, their attorneys or the Bankruptcy Court that my dispute had to be handled or filed with the Bankruptcy Court. I was notified on April 3, 2009 that my dispute needed to be handled through the court system that the deadline for filing claims had already passed. I filed immediately with the Bankruptcy Court (signed claim 4-4-09, recorded 4-4-09).
3. Circuit City knew of my ongoing dispute about merchandise that was never delivered, but remained silent as to informing me of the proper procedures to resolve this problem. I am a creditor that they had knowledge of, that they did not give notice to of their claims procedures in Bankruptcy Court. Not only did they commit fraud by charging me for merchandise that I never received, but they committed fraud by not giving me notice of the Bankruptcy filing and the procedures I needed to do to resolve this dispute.

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WHEREFORE, I am asking this Court to dismiss the Motion objecting to my late claim, set a hearing date, and allow my claim to stand and any other equitable relief that the Court deems fit.

Respectfully submitted,


MICHAEL KARPINSKI

MICHAEL KARPINSKI
263 Bodega Drive
Romeoville, IL 60446
(708) 609-5227
(708) 447-3777 (FAX)

YAHOO! MAIL

* **Date:** Mon, 12 May 2008 20:31:44 -0400 (EDT)
From: "CircuitCity.com" <customer_care@circuitcity.com>
To: "MICHAEL" <currie03@yahoo.com>
Subject: Information Update for Order Number 4488-783518

(Sic) 843-2489



simplicity has entered!

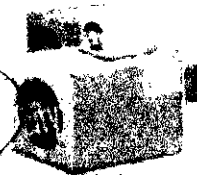
shop by phone: 1-800-593-4361

TV & Home Entertainment MP3 & Audio Computers & Office Cameras & Camcorders Car & Mobile Video Gaming Home Toys & Gifts Movies & Music Repair & Installation

free shipping on orders 24 & up or choose 24-minute in-store pickup

Dear MICHAEL,

We're writing to let you know that your order for the item(s) listed below has been cancelled at your request.



Product Ordered.



Product Ordered.

Picture coming soon

Your credit card was automatically charged for your order. Circuit City will issue a refund within 2-3 business days. Please understand that some financial institutions may take 5-7 business days to process the refund to your credit card account

We apologize for any inconvenience. If you still have questions, please feel free to call our Customer Support Center at 1-800-593-4361

Circuit City Stores, Inc.
9950 Mayland Drive
Richmond, VA
23233-1464

CANCELLATION REFERENCE # 1514639
GIVEN TO ME OVER THE PHONE 6-13-08

Fraudulent Charge Affidavit

State of ILLINOIS Date 7-10-08

County Will

I hereby report fraudulent and unauthorized charge purchases on my Circuit City® account. I state that I have not given anyone authorization to make the charge(s) listed on the back of this form with or without my credit card or to sign my name. I further state that neither I nor any member of my family have charged, received, authorized, or instructed any person to purchase, charge, or receive the merchandise listed on this form.

I am willing to prosecute the person(s) responsible for making the unauthorized charges on my account or any person named as a suspect if investigation proves he/she made the unauthorized charge(s). I understand that the following information is needed to verify this complaint and to protect me from any liability concerning the unauthorized charge(s) made on my account.

Circuit City account name Michael KARPINSKI

Account number 1820 0000 2082 3866

Your full address 263 Bodega Dr Romeoville IL 60446
(street number and name) (city) (state) (zip)

County Will Date of birth 9-04-68

Home phone number 815 886-8969 Work phone number —

Employer — Social Security Number 361-70-8566

Driver's license information K615-5416-8252
(State of issuance and number)

**** Please include a photocopy of your driver's license for our records. ****

Joint cardholder's employer and phone number —

Date of your last purchase 5-11-08 Date of fraud charge 5-11-08

Date of Police report — Case number —

Name and phone number of Police Agency/Officer —

Briefly explain how and when you discovered that your card had been lost/stolen.

CARD WAS NOT LOST. Item was charged by phone. Item was then
CANCELLED & to be credited next day. Item cancelled/never received

The card is in my possession. It has not been Activated.

Circuit City Emailed & phoned me. To notify me that they would
credit the Account

Please explain how your card was lost/stolen.

NEW ACCOUNT. CARD NOT LOST. ITEM CHARGED BEFORE CARD WAS RECEIVED. CREDIT WAS TO BE ISSUED 5-13-08. *EMAIL CONFIRMATION*

Please list any other credit cards that have incurred fraudulent charges.

NONE

Was any other type of identification lost/stolen, i.e., license, social security card, work I.D.?

NONE

Do you have any idea who might be responsible for these charges? If yes, please indicate whom, their address, phone number and relationship to you.

Circuit City was suppose to credit Account. HAVE AN EMAIL CONFIRMATION OF CANCELLATION/CREDIT. They also promised me to confirm they would credit the account on 5-13-08.

Please attach a copy of the Circuit City billing statement circling the fraud charges or list the charge(s) below:

Date of Charge	Amount	Merchandise
5-11-08	\$1,223.73	T.V.
6-18-08	\$ 35.00	Late charge
6-23-08	\$ 1.00	Finance charge

THIS FORM MUST BE SIGNED AND NOTARIZED BY AN OUTSIDE SOURCE.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING ABOVE IS TRUE AND CORRECT.

Your Signature

Michael Karpinski

Signature of co-applicant

Witnessed by Notary Public with seal

(County)

JEAN HENDERSON

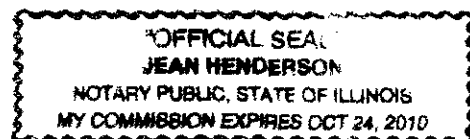
(Notary Public)

(Signature of authorized user)

(Date)

7/16/08

(Signature of authorized user)



Statement Date
03/24/09 - 04/23/09Manage your account online:
www.chase.com/circuitcityMinimum Payment: **\$343.00**
Payment Due Date: **05/13/09**Additional contact information
conveniently located on reverse side

ACCOUNT SUMMARY		Account Number: 1820 0000 2142 1447	
Previous Balance	\$1,415.27	Total Credit Line	\$2,500
Purchases, Cash, Debits	+\$35.00	Available Credit	\$1,016
Finance Charges	+\$32.88		
New Balance	\$1,483.15		

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

You haven't made the required payments and your credit card account is 90 days past due. As a result, your credit bureau may be updated with a negative rating. Please send your payment immediately or call us at 1-866-569-6812 (collect 1-302-594-8200) today.

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
04/17	LATE FEE	35.00

FINANCE CHARGES

Category	Daily Periodic Rate 31 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee / Service Charge	Accumulated Fin Charge	FINANCE CHARGES
Purchases	V .07370%	26.90%	\$1,438.94	\$32.88	\$0.00	\$0.00	\$32.88
Total finance charges							\$32.88

Effective Annual Percentage Rate (APR): 26.90%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.

The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.